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ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 09/20/06 10:14 AM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
City of Star

AMOUNT .00 13

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ORDINANCE NO. 153
(Schram/Johnson Property)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO, AND CONTIGUOUS TO THE CITY OF STAR; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL R-3 WITH A DEVELOPMENT AGREEMENT; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Star, Ada County, Idaho (the "City"), is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex and to incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, the owners of the real property situated in the unincorporated area of Ada County and particularly described in Section 2 of this ordinance have requested, in writing, annexation of said real property to the City of Star; and

WHEREAS, the Mayor and Council, pursuant to public hearing as required by law, held a public hearing on April 18, 2006 on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed property should be zoned Residential R-3 with a Development Agreement pursuant to the Zoning Ordinance of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STAR, IDAHO, as follows:

Section 1: The Mayor and Council of the City of Star, Idaho (the "City"), hereby find and declare that the real property described in Section 2 of this Ordinance is contiguous to the City, that said property can be reasonably assumed to be used for orderly development of the City, that the owner of said property has requested, in writing, annexation of said property by the City, and that the requirements of Section 50-222, Idaho Code, for annexation of said property, have been satisfied.

Section 2: The attached exhibit "A" describing the real property, all situated in Ada County, Idaho, is hereby annexed into the City of Star. From and after the effective date of this Ordinance, the residents and other occupants and property owners within such area shall enjoy all the rights and responsibilities and shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Star as their fellow residents, occupants, and owners within the City of Star.

Section 3: The zoning land use classification of the land described in Section 2 above is hereby established as R-3 Residential District with a Development Agreement,

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("Exhibit B") as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the R-3/DA land use classification. PROVIDED, that if the property described in Section 2 above has not, within one (1) year from the effective date of this ordinance, began construction, the zoning classification for the property shall become RT Rural Transitional.

Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

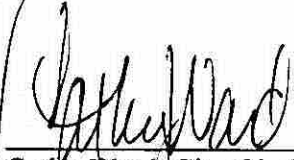
Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 2nd day of August 2006.

CITY OF STAR
Ada County, Idaho


Nathan Mitchell, Mayor

ATTEST:


Cathy Ward, City Clerk



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City Clerk
City of Star
P.O. Box 130
Star, Idaho 83669

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**DEVELOPMENT AGREEMENT
HOPE RIDGE ESTATES SUBDIVISION DEVELOPMENT**

This Development Agreement entered into by and between the City of Star, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Star-20, LLC, an Idaho Limited Liability Company or assigns, whose address is P.O. Box 2563, Carmel, California 93921, and John & Anne Molenar-Schram, whose address is 3353 N. Munger Road; Star, Idaho 83619, hereafter referred to as "Owner" or assigns.

WHEREAS, the Developer has applied to the City for a R-3 Zoning with a (Development Agreement) of the property described as attached hereto and incorporated by reference herein on Exhibit A ("Property") to develop a residential subdivision. The Property is currently zoned RUT.

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and the Star City Ordinances.

WHEREFORE, the City of Star and the Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

**ARTICLE I
LEGAL AUTHORITY**

1.1 This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Star City Zoning Ordinances, Chapter 10.

**ARTICLE II
ZONING ORDINANCE AMENDMENT**

2.1 The City will adopt an ordinance amending the Star Zoning Ordinance to rezone the property to R-3 DA. The Ordinance will become effective after its passage,

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approval, and publication and the execution and recording of this Development Agreement.

ARTICLE III CONDITIONS ON DEVELOPMENT

- 3.1 All development within the Property shall be consistent with all and any codes, rules and regulations established by the City of Star, and by any other agency/district (with statutory power of comment and enforcement) affected by the development (inclusive of Engineering, Fire, Building, Zoning Ordinance, Subdivision Regulations etc.) Overall, the development shall be consistent with the Concept Plan, attached hereto and incorporated by reference herein as "**Exhibit C**".

The Concept Plan describes the general nature and relative location of certain elements for the Property. The intent of this Agreement is to allow sufficient flexibility at the time a detailed plan and platting are submitted to the City, while maintaining the general intent of the Concept Plan with the requirements set forth in this Development Agreement.

- 3.1.1 The minimum open space requirement for the development is twenty percent (20 %) of the entire development.

Open space may include areas designed for greenbelts, parks, or storm water retention facilities. Open space used for storm water retention or irrigation facilities, or combined, shall not exceed fifty percent (50%) of the minimum open space requirement.

- 3.1.2 Maximum total of 162 lots.

- 3.1.3 One additional Neighborhood Meeting prior to Preliminary Plat Public Meeting.

- 3.2 Applicant will develop the Property subject to the conditions and limitations set forth in this Development Agreement. Applicant will also submit such applications regarding design review, preliminary and final plat reviews, and/or any conditional use permits, if applicable, and any other applicable applications as may be required by the Star City Code.

No change in the use or restriction specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Star City Ordinances. In the event Developer changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Developer shall be in default of this Agreement.

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Except as otherwise provided within this Agreement or by applicable ordinances, the Development shall comply with the Star Comprehensive Plan and City Code, as they exist at the time this Development Agreement is recorded.

3.3 The Hope Ridge Estates Subdivision shall be designated as R-3 DA for the entire 65.75 acres as shown on the map attached hereto and incorporated herein as Exhibit "B". Failure to construct the development consistent with this Agreement without formal modification of the plan consistent with Star City Ordinances, including the amendment of this Agreement, shall result in a default of this Agreement by the Developer.

3.4 Conditions, bonding for Completion: All of the conditions set forth herein shall be complied with or shall be bonded for completion by the Developer before a Final Plat Approval or Occupancy permit will be granted. Failure to comply or bond for completion of the conditions within the time frame established in the subdivision plat approval conditions, the Star City Ordinances or the terms of this Agreement shall result in a default of this Agreement by the Developer. The Developer may be allowed to bond for certain conditions at one hundred and twenty percent (120%) of the estimated cost of completion pursuant to Star City Ordinances.

3.5 Commencement of Preliminary Plat: The Developer shall submit an application for Preliminary Plat within 12 months of the effective date of this Agreement. In the event the Developer fails to submit an application for preliminary plat within the time periods herein stated, the Developer shall be in default of this agreement.

**ARTICLE IV
AFFIDAVIT OF PROPERTY OWNERS**

4.1 An affidavit of all owners of the Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A and Star City Ordinances shall be provided and is incorporated herein by reference.

**ARTICLE V
DEFAULT**

5.1 In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fail to faithfully comply with all of the terms and conditions included in the Agreement, this Agreement

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may be modified or terminated by the Star City Council upon compliance with the requirements of Star City Ordinances. In the event the City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Star City Ordinances, determines that this Agreement shall be terminated, the zoning of the property shall revert to RUT. All uses of property, which are not consistent with RUT, shall cease. Nothing herein shall prevent the Developer from applying for any nature of use permit consistent with RUT zoning. A waiver by the City of Star for any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5.2 Consent to Rezone: The Developer, by entering into the Development Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement that this Agreement shall serve as consent to a reversion of the subject property to RUT zoning as provided in Idaho Code.

ARTICLE VI
UNENFORCEABLE PROVISIONS

6.1 If any term, provision, commitment or restriction of this Development Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

ARTICLE VII
ASSIGNMENT AND TRANSFER

7.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the City and the Applicant and owners, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided and each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

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ARTICLE VIII
GENERAL MATTERS

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8.1 Amendments. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67-6509, as required by Star City Zoning Ordinances, Chapter 10.

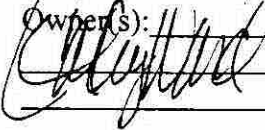
8.2 Paragraph Headings. This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neutral gender terms shall be deemed to include the others whenever the context so dictates.

8.3 Choice of Law. This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

8.4 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

Star:
City Clerk City of Star
P.O Box 130
Star, Idaho 83669

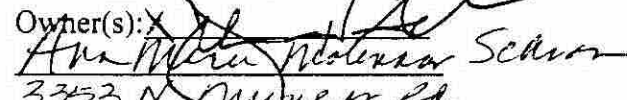
Owner(s):



Developer:

Star-20, LLC
Attn: Chris Benak
2730 N. Greenbelt Pl
Meridian, Idaho 83642

Owner(s):


3353 N. Munger Rd
Star, ID 83669

8.5 Effective Date. This Development Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement.

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IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

Dated this 2nd day of August, 2006.

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CITY OF STAR



ATTEST:

[Signature]
City Clerk

By: [Signature]
Mayor

"Developer"/owner
Star-20, LLC

By: [Signature]
Its: Manager

Owner(s): _____

Owner(s): Ann M. Melrose Schen
[Signature]

STATE OF IDAHO)
)ss.
County of Ada)

On this 1 day of AUG, in the year 2006, before me, the undersigned, a Notary Public in and for the State, personally appeared CHERIS BENAK, known to me to be a MEMBER of the LLC / Developer that executed the said instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
Notary Public for Idaho
Residing at MERIDIAN, ID
My Commission expires: 5-24-2011

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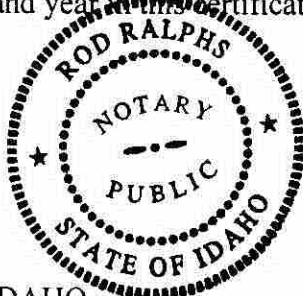
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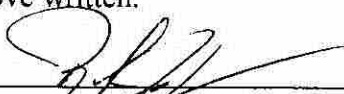
STATE OF IDAHO)
)ss.

County of Ada)

On this 1 day of Aug, in the year 2006, before me, the undersigned, a Notary Public in and for the State, personally appeared Ann Margaret Schauer, known to me to be an owner of the Marion Property Adjacent that executed the said instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



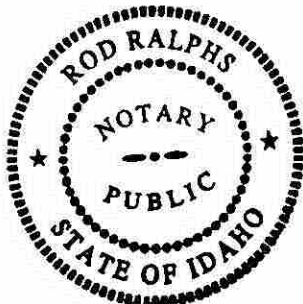

Notary Public for Idaho
Residing at Marion, ID 83642
My Commission expires: 5-24-2011


STATE OF IDAHO)
)ss.

County of Ada)

On this 1 day of Aug, in the year 2006, before me, the undersigned, a Notary Public in and for the State, personally appeared John Schauer, known to me to be a owner of the Marion Property Adjacent that executed the said instrument, and acknowledged to me that he/she executed the same.

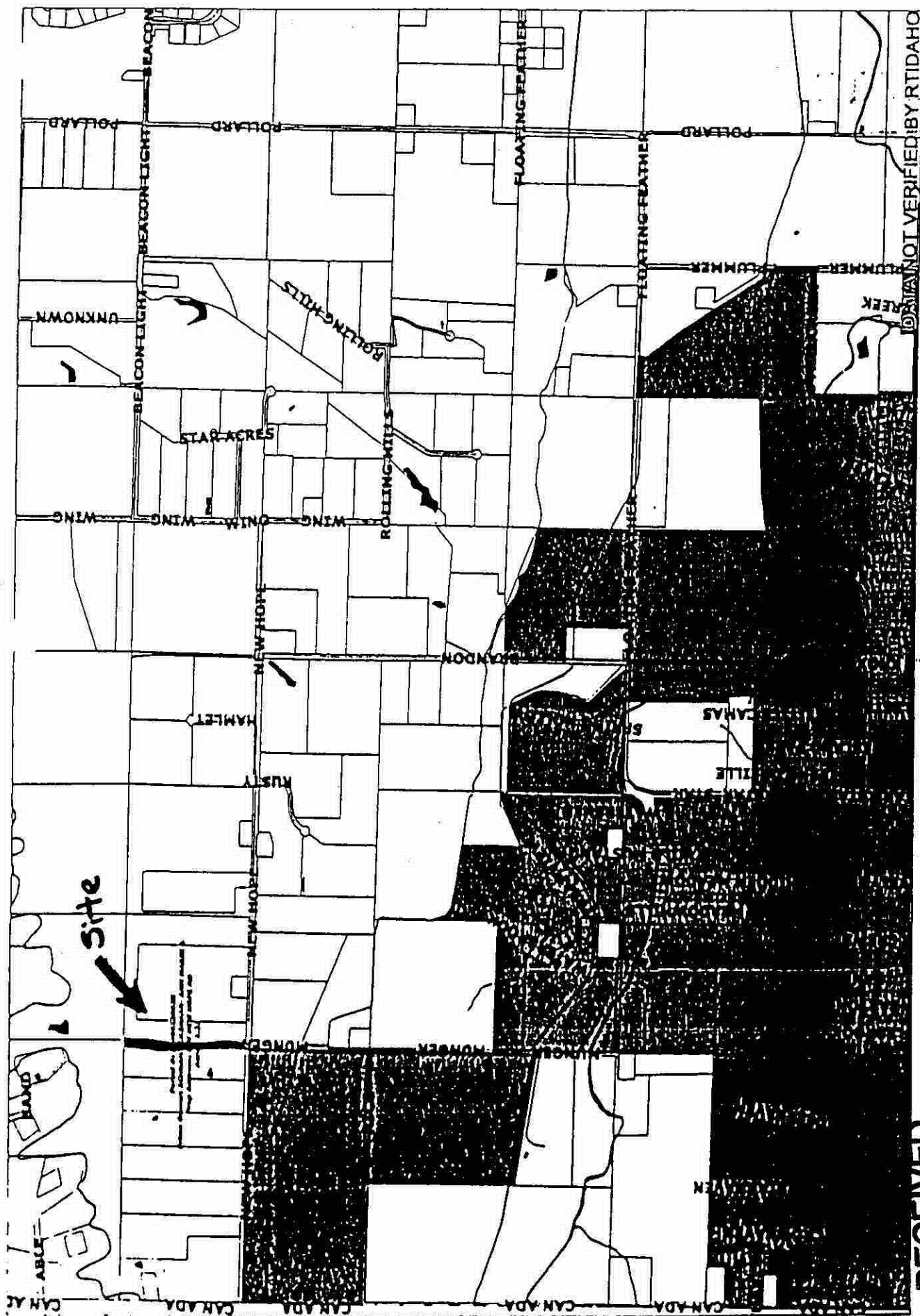
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public for Idaho
Residing at Marion, ID 83642
My Commission expires: 5-24-2011

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SCALE 1 : 18,767

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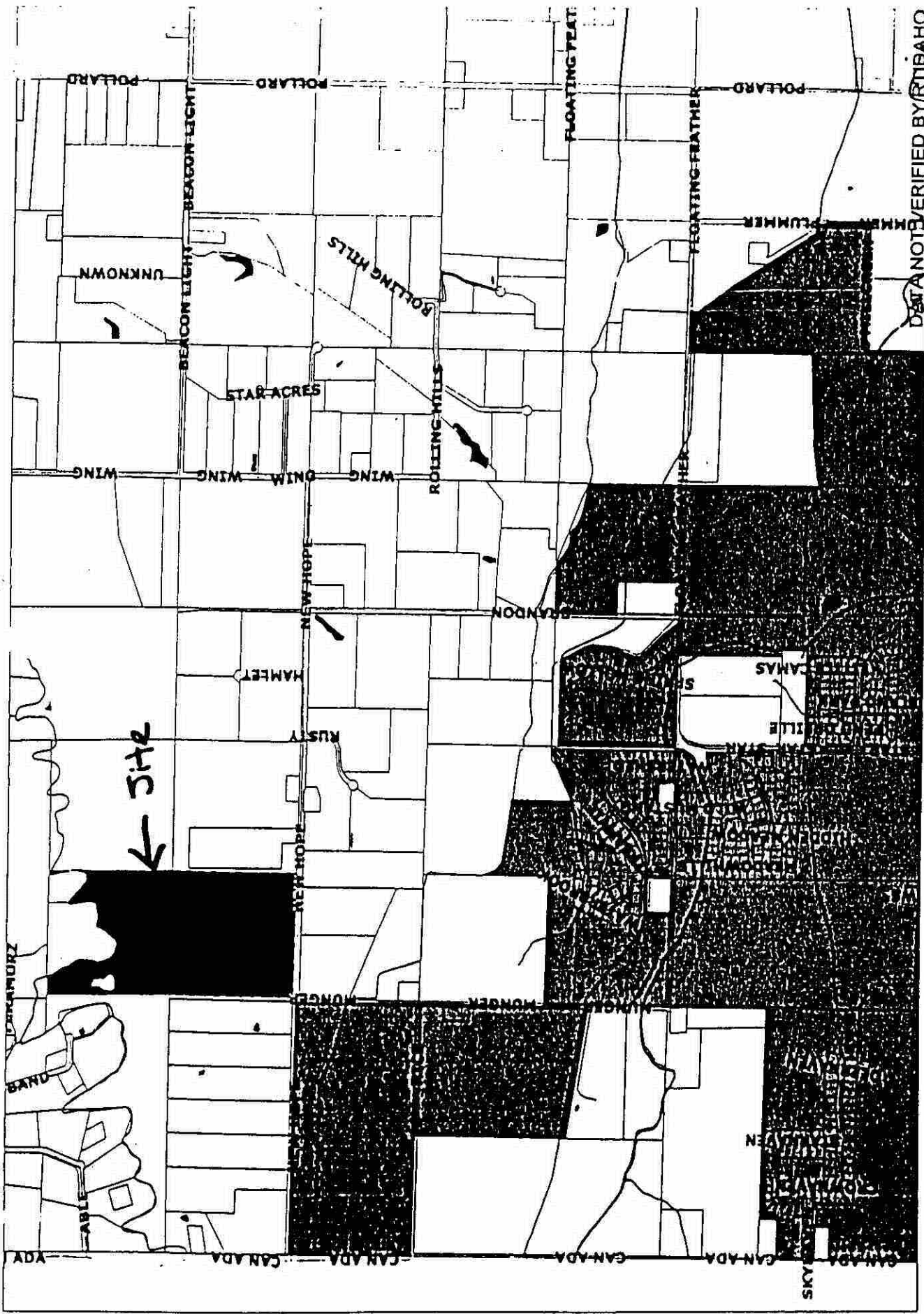
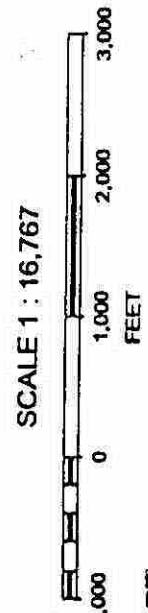
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**Exhibit A
LEGAL DESCRIPTION**

Order No.: 105042158

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Parcel I:

Lots 1 and 2 in Block 1 of New Hope Subdivision, according to the official Plat thereof, filed in Book 74 of Plats at Pages 7640-7641, records of Ada County, Idaho.

Excepting Therefrom:

A portion of Lots 1 and 2, Block 1 of New Hope Subdivision, according to the plat thereof, filed in Book 74 of Plats at Pages 1640 and 1641, records of Ada County, Idaho, described as follows

Beginning at a point where the North line of Section 6, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho intersects the West line of said Lot 1 Block 1 of said New Hope Subdivision, the **Real Point of Beginning**; thence

South 89°25'42" East along the North line of said Section 6 a distance of 673.98 feet; thence

South 00°00'23" West 1335.29 feet to a point on the South line of said Lot 2 of Block 1 of said New Hope Subdivision, said point also being on the North line of W. New Hope Road; thence

North 88°42'24" West 28.00 feet along said South line of said Lot 2 and said North line of W. New Hope Road to an angle point on the South line of said Lot 2, Block 1, New Hope Subdivision; thence

North 01°02'02" East along the boundary of said Lot 2, Block 1, New Hope Subdivision a distance of 181.57 feet; thence

North 88°42'24" West along the boundary of said Lot 2, Block 1, New Hope Subdivision a distance of 210.90 feet; thence

South 01°02'02" West along the boundary of said Lot 2, Block 1 of New Hope Subdivision a distance of 181.57 feet to an angle point on the South line of said Lot 2, Block 1 of New Hope Subdivision, said point also being on the North line of W. New Hope Road; thence

North 88°42'24" West along the South line of said Lots 1 and 2 of Block 1 and the North line of said W. New Hope Road a distance of 458.76 feet to the Southwest corner of said Lot 1, Block 1 of New Hope Subdivision; thence

North 01°01'23" East along the West line of said Lot 1, Block 1 of New Hope Subdivision a distance of 1326.48 feet to the **Real Point of Beginning**.

Parcel II:

A tract of land situated in a portion of the Northeast Quarter of the Southwest Quarter of Section 31, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 31, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho; thence

North 00°07'02" West 111.63 feet along the East side of said Northeast Quarter to the centerline of the Farmers Union Canal; thence along the centerline of said canal the following courses and distances,

North 73°42'51" West, 74.13 feet; thence

North 86°07'44" West, 94.23 feet; thence

North 61°46'37" West, 262.66 feet; thence
North 67°12'59" West, 39.76 feet; thence
South 25°47'44" West, 29.72 feet; thence
South 19°27'02" East 179.73 feet; thence
South 30°17'39" East, 91.50 feet to the South line of said
Northeast Quarter; thence leaving said centerline
South 89°28'12 East, 340.42 feet along said South line to the
Point of Beginning.

Except Ditch and Road rights-of-way.

Parcel III:

The West 40 feet of the Southwest Quarter of the Southeast
Quarter of Section 31, Township 5 North, Range 1 West, Boise
Meridian, Ada County, Idaho.

Parcel IV:

The West 40 feet of the Northwest Quarter of the Northeast
Quarter (Government Lot 2), Section 6, Township 4 North, Range 1
West, Boise Meridian, Ada County, Idaho.